

## TERMS AND CONDITIONS – WORKFORWOMEN

### 1. INTRODUCTION

1. These Terms and Conditions for Job Seekers (also referred to as “Terms of Use”) of HireBright (Pty) Ltd., trading as Workforwomen, apply to the contractual agreement between Workforwomen and the website user (also referred to as “Users”) on the other hand, who is interested in or uses any career service that is offered at [www.workforwomen.co.za](http://www.workforwomen.co.za), its other websites, or any website of HireBright that display their Terms of Use, as well as our mobile applications, (collectively referred to as “Service” hereinafter). The websites and Apps are collectively referred to as “Workforwomen platforms” or “HireBright platforms” hereinafter. If you wish to publish a job offer, these Terms of Use will not apply, but our Terms and Conditions for Recruiter/employer will apply. For certain Services additional terms may apply, which we will inform you of separately. Please read these Terms of Use carefully. If you do not accept our Terms of Use, you are not allowed to use our Services and should cease any further use.
2. The Services under these Terms of Use are intended only for the individual job search by natural persons as an employee or as a freelancer. Otherwise, it is not permitted to use the Services offered by us in a commercial way, e.g. to promote the Services of a company.
3. Workforwomen may revise these Terms of Use at any time by updating this page. You should visit this page periodically to review the terms and conditions, to which you are bound. If you use our website, we automatically accept that you agree with our Terms of Use.
4. For services that are available without registration on our site, these Terms of Use apply in their current form as published on the platform at the time you use the services, and Workforwomen may amend these Terms of Use at any time.

### 2. DEFINITIONS APPLICABLE TO ALL USERS

1. “You” and “User” refer to all individuals accessing this Website for any reason.
2. “Website” refers to and includes any part or element, but is not limited to, any of the following Websites:  
[www.workforwomen.co.za](http://www.workforwomen.co.za)  
[app.hirebright.co.za](http://app.hirebright.co.za) for application purposes
3. “HireBright” refers to the legal entity HireBright (Pty) Ltd and any division and/or subsidiary of the legal entity HireBright (Pty) Ltd, Registration Number 2016/176384/07, Bontebok street, Durbanville, 7550
4. "Discriminatory" means offensive, untrue or provocative material based on race, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief,

culture, language and birth.

5. "Job seeker" means a person seeking employment or alternate employment.
6. "Pornographic" means all the content and actions, simulated or real, graphic or written detailed in Schedules 1, 2, 6, 7 and 11 of the Films and Publications Act 65 of 1996.
7. "Premium Services" means services that HireBright offers for a fee, either on a one-time or subscription basis.
8. "Illegal Content" means material that is pornographic, discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User's or a third party's privacy, identity or personality, copyright infringement, advice and / or guidelines on the circumvention of any technical security measures and / or digital rights management technologies, malicious codes such as viruses and Trojan horses, and content containing any Personal Information of third parties without their express consent.
9. "Personal Information" means information relating to an identifiable, living, natural person and where it is applicable, an identifiable, existing juristic person, including, but not limited to the factors as defined in the Protection of Personal Information Act 4 of 2013.

### 3. USER CODE OF CONDUCT

By using our Website you'll be agreeing to these Terms of Use including the code of conduct in this section.

#### 1. **General rules**

1. Users may not use the website in order to transmit, distribute, store or destroy material:
  - A. in violation of any applicable law or regulation;
  - B. in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others; 3.1.1.3 that is defamatory, obscene, threatening, abusive or hateful.
  - C. that is defamatory, obscene, threatening, abusive or hateful.
2. Job Seekers must at all times comply with all applicable legislation, including but not limited to the Labour Relations Act (LRA), 1995, the Promotion of Access to Information (PAIA) Act 2 of 2000, Electronic Communications and Transactions Act (ECT) Act 25 of 2002, the Protection of Personal Information Act (POPI), 2013 and anti-discrimination legislation.

3. Workforwomen and its personnel are not liable to you for any loss, damages, costs, claims or expenses which you may suffer due to the unsuitability or conduct of any Job Advertisement to which you applied for, or with whom you correspond via the Website.
4. Should you register for an account in future you must (i) provide accurate and truthful information, and (ii) update such information from time to time as necessary to keep your registration information current and accurate.

## 2. **Restrictions on Website usage**

1. The following are prohibited with respect to the Website:
  - A. using any robot, spider, other automatic device or manual process to monitor or copy any part of the Website;
  - B. using any robot, spider and/or automated devices to generate automated postings and/or spam;
  - C. using any device, software or routine or the like to interfere or attempt to interfere with the proper working of the Website;
  - D. taking any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;
  - E. accessing the Website by any means other than through the interface that is provided by HireBright;
  - F. copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from the Website without HireBright's prior written permission;
  - G. reverse assembling or otherwise attempting to discover any source code relating to the Website or any tool therein, except to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; and
  - H. attempting to access any area of the Website to which access is not authorized
  - I. access by a User who is less than 16 (sixteen) years of age.

## 3. **Security Rules of Use**

1. Users are prohibited from violating or attempting to violate the security of the Website, including but without limitation:
  - A. accessing data not intended for such user or logging into a server or account which the user is not authorized to access;
  - B. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
  - C. attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the website, overloading, "flooding", "spamming", "mail bombing" or "crashing";

- D. sending and/or posting unsolicited email, including promotions; advertising content and/or advertising of products or services;
- E. forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting;
- F. deleting or revising any material posted by any other person or entity;
- G. using any device, software or routine to interfere or attempt to interfere with the proper working of this website or any activity being conducted on this site.
- H. Violations of system or network security may result in civil or criminal liability. HireBright will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

#### **4. Copyright and Intellectual Property Rights**

All rights in/to the content of this Website are reserved and retained by the owners of such rights. Users of this Website are not granted a license or any other right including without limitation under Copyright, Trade Mark, Patent or Intellectual Property Rights in/or to the content.

#### **5. Privacy**

1. You should carefully read our full Privacy policy before using the Website as it is hereby incorporated into this agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to HireBright.
2. Please note that certain information, statements, data, and content (such as photographs) which you may submit to HireBright are likely to, reveal your gender, ethnic origin, nationality, age, and/or other personal information about you.
3. You acknowledge that your submission of any information, statements, data, and content to us is voluntary on your part and that HireBright may process such information, within the terms of the Privacy policy and pursuant to this agreement, in particular section 4.
4. You acknowledge that you are over the age of 16 (sixteen) years old.
5. Workforwomen treats your personal data confidentially at any time. We only use or publish it, when necessary under these Terms of Use. Each collection and processing of user's personal data occurs considering applicable data protection law.

#### **6. Limitation of Liability**

1. Neither HIREBRIGHT nor any of our subsidiaries, affiliated companies, suppliers, employees, shareholders, or directors ("HIREBRIGHT Affiliates") shall be cumulatively liable according to statutory law damages, a) resulting from an injury of life, body or health being based on a breach of duty by HIREBRIGHT, a legal representative or a vicarious agent of HIREBRIGHT, b) resulting from the lack of a condition guaranteed by HIREBRIGHT, c) caused by intent or gross negligence, also by our statutory representatives and vicarious agents, as well as d) caused by malicious conduct of HIREBRIGHT.

2. In the event of a material damage or pecuniary loss caused by a slightly negligent conduct of HIREBRIGHT, a legal representative or a vicarious agent of HIREBRIGHT, HIREBRIGHT shall be only liable in the event of a material breach of a contractual core duty, but only to the amount of the typical damage foreseeable in the event of the conclusion of the contract. Contractual core duties are such duties whose accomplishment enables proper fulfilment of an agreement and whose observance the contracting parties may regularly rely on.
3. A possible liability arising from product liability, insofar as there are special legal regulations in the legal system applicable, remains unaffected.
4. Any further liability of HIREBRIGHT shall be excluded.
5. HIREBRIGHT shall not be liable because of statutory provisions in the event of slight negligence. Insofar as the liability of HIREBRIGHT is excluded or restricted, this also applies to the personal liability of the legal representatives, executives and vicarious agents of HIREBRIGHT.

## 7. Disclaimer

1. The HIREBRIGHT-Platforms contain a considerable amount of information and services on career and profession for candidates and users of the HIREBRIGHT-Platforms. The services include, notably making published job advertisements of recruiters accessible for you, providing technical tools for the application process, as well as information on their proper use.
2. [www.Workforwomen.co.za](http://www.Workforwomen.co.za) is a web service which carries job advertisement and CV content independently published by third parties on the Workforwomen website (the "Website"). HIREBRIGHT is not involved in the recruitment process and must not be considered to be a recruiter and/or employer with respect to the use of the Workforwomen Website. HIREBRIGHT shall not be responsible for any user entering into agreements or making decisions of whatever nature in connection with the posting of jobs, CV and/or the contents thereof and/or any other information obtained on the Workforwomen Website.
3. The Website and its contents are provided on an "as is" basis without any warranties of any kind, either express or implied. Without limiting the generality of this clause, the following warranties are expressly excluded: warranty of merchantability, quality, or fitness for particular purpose, compatibility of the Website with your technology, equipment or software, uninterrupted or error free functionality of the Website, and non-infringement of any rights. HIREBRIGHT makes no representations and no warranties about the accuracy, reliability, completeness or timeliness of the material, services, software, text, and graphics set out on the Website. Insofar as the Website contains links to any other internet websites, you acknowledge and agree that HIREBRIGHT does not have control over any such website and HIREBRIGHT shall therefore not be liable in any way for the contents of any such linked website, nor for any costs, expenses, losses or damages of any nature whatsoever arising from your access and/or use of any such website. "Illegal Content" means material that is pornographic, discriminatory, oppressive, racist, hate speech, sexist, defamatory against any User or third party, offensive to any User or group, a violation of a User's or a third party's privacy, identity or personality, copyright infringement, advice and / or guidelines on the

circumvention of any technical security measures and / or digital rights management technologies, malicious codes such as viruses and Trojan horses, and content containing any Personal Information of third parties without their express consent and includes hyperlinks or other directions to such content.

## **8. Force Majeure**

1. Workforwomen is not responsible for any delay in or failure to comply with its obligations in terms of these terms and conditions to the extent that such delay or failure is caused by events or circumstances beyond Workforwomen's reasonable control, which Workforwomen could not reasonably have provided against before entering into these terms and conditions, and which, having arisen, Workforwomen could not reasonably have avoided or overcome, including but not limited to natural catastrophes, riot, invasion, or a failure of the internet or telecommunications systems.
2. Workforwomen will take all reasonable and necessary steps at its own expense to mitigate the consequences of any for majeure which affects the performance of its obligations in terms of these terms and conditions.

## **SERVICES WE PROVIDE YOU WITH UNDER THIS AGREEMENT**

### **1. Notifications on suitable Job Offers and Services**

-You may subscribe to frequent e-mail notifications through the HIREBRIGHT-Platforms that will alert you about job offers or other services ("Notifications") that HIREBRIGHT believes may be of interest or relevant for you. The assessment is based on information from your profile, on settings you have made yourself for notifications and/or on your search and your usage behaviour on the HIREBRIGHT-Platforms. You can set up multiple notifications for different job-searches and services. Please note that if you no longer wish to receive notifications, you must unsubscribe from all notifications you have set up individually, in order to avoid deleting those notifications that you wish to continue to receive.

-If a User uses the platforms again after some time of inactivity, the User will start, according to Workforwomen's assessment, a new "Search Cycle". In order to further ensure the usability of the HIREBRIGHT-Platforms, Workforwomen will continue to send the User regular e-mail notifications, which, according to Workforwomen's estimation, could be of interest to the User or could be relevant for the User.

### **2. Newsletter**

-As part of your user profile you can subscribe to various Newsletters we offer on different subjects. We may also send you email-newsletters regarding Workforwomen's Services which are similar to Workforwomen's Services that you already use, if you have not objected to such newsletters. You may at any time object to all of Workforwomen's newsletters free of charge. We will inform you

about your right of objection when we collect your email-address and in the respective newsletter. Should you no longer wish to receive our email messages, please click the unsubscribe link located within each message.

### **3.Storage Capacity**

We do not guarantee or warrant any minimum storage capacity for your HireBright profile. We reserve the right to limit the data volume for data uploads temporarily or permanently, especially if this is necessary for technical or user-friendliness reasons, for example to maintain or optimise the service.

### **4.Applications through the HireBright system**

Once you have clicked on the respective apply button, we will either, depending on the Workforwomen-Customer's choice, i) store the data you entered in the application form on the Workforwomen platform so that the respective Workforwomen-Customer can access it there, or ii) transmit your application directly to the Workforwomen-Customer's application management system. If we store your application on our platform (i)), the Workforwomen-Customer to whom you have applied will also have access to your profile and will be able to view the information you have entered in your profile. If your application is sent directly to the Workforwomen-Customer's system ((ii), the application will be saved in your HireBright profile. Since Workforwomen-Customers from all over the world can post job offers on our platforms, it is possible that the respective Workforwomen-Customer is based outside the Republic of South Africa and outside the EU or the European Economic Area ("EEA"), and therefore access and disclosure may also take place from and transfer to such third countries.

### **5.Storage of CV Data in your Profile**

In the event that the Workforwomen-Customer does not use its own applicant management system to process your application, but instead uses the Workforwomen-Platform through our sister company, HireBright(Pty)Ltd, the HireBright terms and conditions will come into effect.

### **6.Modification and Discontinuation of Services**

In order to balance the interests of users and Workforwomen-Customers, to ensure the usability of the platform and to adapt it to the conditions of the market, it is essential to continuously develop the Workforwomen-Platforms. It is therefore possible that services may be modified or discontinued. The user has no legal claim to the continuation of a service, a display or the functionality of the platform. If you do not agree with a modification or discontinuation, your only remedy is to terminate this agreement according to section 4.12 and to refrain from using the Workforwomen platforms.

## **7.Registration for future job possibilities**

-If you want to register for future job possibilities by completing our contact form online, you must provide a valid email address to us, which we will store. You are also required to provide the relevant data to complete in the contact form.

-You must provide the requested information and data completely and truthfully. You are responsible to keep your contact data (especially your email-address) up to date and to secure that you can be contacted under the address provided and that the email-address is not transferred to another person. Should any of the provided data change, you must adjust and correct the data immediately.

## **8.No Warranty; Backup Copies**

-We do not warrant the currency, accuracy, completeness, usability, suitability for a certain purpose of content on our Platforms. We also do not warrant for the conclusion of an employment contract between Users of our Platforms as applicants and an employer.

-Workforwomen does not warrant that the Services offered by us are available at certain times or permanently. Disturbances, interruptions or possible downtimes of the (online) Service cannot be excluded. Because of technical or operational reasons, a temporary limitation of the availability is possible. This is especially possible with regard to the capacity limits, the security or integrity of the data processing systems or the implementation of technical measures, which are necessary for a regular or improved performance.

-Workforwomen's servers are backed up regularly and carefully. Nevertheless, data losses are not excluded. Insofar as you transmit or upload data – regardless of the form – we advise you to make backup copies.

## **9. Applicable Law, Place of Jurisdiction and Other Provisions**

-This agreement and its interpretation shall be governed by South African law.

-If any provision of these Terms of Use is found to be invalid or unenforceable in whole or in part, such provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any other provision of these Terms of Use. In such event, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision.

-You consent to the jurisdiction of the Magistrate's Court of South Africa in respect of all disputes arising from or in connection with these terms and conditions. Despite this, Workforwomen may institute proceedings in any other South African Court in which event it will not be limited to costs on the applicable Magistrates' Court scale.